

EXHIBIT 2

Exhibit E

TRADEMARK ASSIGNMENT

This Trademark Assignment (this “Assignment”) is made and entered into effective as of June 15, 2023, by and between **QUINCE & COMPANY, INC.**, a Maine corporation, with a principal place of business at 102 Main Street, Saco, Maine 04072 (“Assignor”) and **ORCHARD YARN AND THREAD CO., INC.**, a New York corporation (“Assignee”), with a principal place of business at 135 Kero Road, Carlstadt, New Jersey 07072. Assignor and Assignee may be referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, Assignor is the owner of U.S. Trademark No. 6,734,957 for the mark QUINCE & CO. issued on May 24, 2022 (the “Trademark Registration”) from Application No. 90/510,356 filed on February 4, 2021; and

WHEREAS, Assignor wishes to assign to Assignee such Trademark Registration (the “Mark”) in accordance herewith.

NOW THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Assignor does hereby assign unto Assignee, all right, title and interest in and to the Mark, together with all rights, claims and privileges associated therewith including, without limitation, all goodwill associated with the Mark, the right to prosecute and maintain registrations for the Mark, the right to claim priority in connection with the Mark throughout the world, all causes of action Assignor may have for past, present or future infringement of the Mark and all rights Assignor has to sue and collect damages and payments for claims of past, present or future infringement of the Mark.
2. The assignment of any pending applications made hereunder is made in accordance with Section 10 of the Trademark Act as Assignee is a successor to Assignor’s business, or the portion of the business to which the Mark pertains, and such business is ongoing and existing.
3. Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks of the United States, and corresponding authorities in any jurisdictions worldwide, to record Assignee as owner of all right, title and interest in and to the Mark.
4. Assignor agrees to execute all further documents deemed necessary or desirable by Assignee to effectuate, protect or enforce Assignee’s rights obtained hereunder.
5. This Assignment may be executed via ‘pdf’ and/or facsimile and in counterparts. A signed copy of this Assignment shall be enforceable as an original.

IN WITNESS WHEREOF, the Parties have duly executed this Trademark Assignment as of the date first set forth above.

Assignor:

Quince & Company, Inc.

DocuSigned by:
Ryan Fitzgerald
By: Ryan Fitzgerald
Name: Ryan Fitzgerald
Title: Owner

Assignee:

Orchard Yarn And Thread Co., Inc.

DocuSigned by:
Adam Blumenthal
By: Adam Blumenthal
Name: Adam Blumenthal
Title: CEO